

**THIS INSTRUMENT WAS PREPARED BY:**  
**PREPARED BY/RETURN TO:**  
Stephen R. Dye, Esq.  
Dye, Harrison, Kirkland, Petruff, Pratt, & St. Paul, PLLC  
1206 Manatee Avenue West  
Bradenton, Florida 34205  
(941) 748-4411



**AMENDMENT # 19**  
**TO**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**PALMA SOLA BAY CLUB, A CONDOMINIUM**

This Amendment (the "Amendment") is made as of the 19 day of April, 2019, by **PALMA SOLA BAY DEVELOPMENT, INC.**, a Florida corporation (the "Developer"), for itself, and its successors, grantees and assigns.

**WITNESSETH:**

**WHEREAS**, Developer previously established Palma Sola Bay Club, a condominium, pursuant to Declaration of Condominium for Palma Sola Bay Club, a condominium, recorded in Official Records Book 2521, Page 3036, of the Public Records, as same may have been amended (the "Declaration"); and

**WHEREAS**, Under Section 21 of the Declaration the Developer reserved the exclusive right to amend the Condominium Documents, which exclusive right shall continue for such period of time as the Developer shall be in control of the Association, except as such amendment rights may be limited by the Condominium Act, and the Developer is still in control of the Association at the time of this amendment; and

**WHEREAS**, Developer wishes to amend the sections of the Declaration described below.

**NOW, THEREFORE**, in consideration of the premises, Developer hereby amends the Declaration as follows:

1. **Recitals and Definitions.** The recitals contained hereinabove are true and correct and are incorporated herein by reference. Capitalized terms used in this Amendment, unless otherwise expressly defined herein, shall have the meanings given them in the Declaration, unless the context shall otherwise clearly require.

2. **Amendment to Article 10 Section 10.4 of the Declaration.**

Section 10.4 is hereby amended adding an additional sub section **10.4.1** as follows:

**"10.4.1. Capital Contribution.** Any time that the title to a Unit changes for consideration after the first sale/transfer of a Unit from the Developer to a third party, (including the ownership interest of any legal entity that owns a Unit is transferred for consideration) or title is transferred by way of devise or inheritance, the new Owner(s) shall pay the Association at the time of the transfer a Capital Contribution to the Association equal to three (3) months Regular Assessments in effect at the time of the transfer, and the approval of the sale by the Association shall be conditional upon receipt of the Capital Contribution funds. The Owner shall be in default if the Capital Contribution is not received by the Association within ten (10) business days after the closing/transfer and the Association shall have the rights

to collect same in the same manner as for unpaid Assessments and same shall be subject to all late charges, interest, attorney's fees, court costs and all other remedies allowed the Association by law."

3. **Ratification.** The Declaration, as heretofore and hereby amended, is hereby ratified and confirmed. Developer represents that it has not transferred control of the Association.

**IN WITNESS WHEREOF**, the Developer has caused this Amendment to be executed in its name by its officers thereunto duly authorized as of the day and year first above written.

Tashelle M. Thomas  
Print Name: Tashelle M. Thomas  
Paul Arxer  
Print Name: Paul Arxer

**PALMA SOLA BAY DEVELOPMENT, INC.,**  
a Florida corporation  
By: Andrew R. Jett  
Andrew R. Jett, its VP  
Print Name

**STATE OF North Carolina**  
**COUNTY OF Mecklenburg**

The foregoing instrument was acknowledged before me this 10 day of April, 2019, by Andrew R. Jett, as Vice President of Palma Sola Bay Development, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me or () produced as identification.

Rachel M Berg  
Notary Public  
Mecklenburg County  
North Carolina  
My Commission Expires 02-17-2021

Rachel M Berg  
Notary Public  
My Commission Expires: 02-17-2021

# Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400  
Bradenton, FL 34206

## Official Records Receipt Recording

Username: kgowen

Changed By: PSCOTT

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|                      |            |                         |   |
|----------------------|------------|-------------------------|---|
| <b>Receipt#:</b>     | 900195247  | <b>Payee Name:</b>      | DYE HARRISON KIRKLAND PETRUFF PRATT AR502918    |
| <b>Receipt Date:</b> | 04/12/2019 |                         | 1206 MANATEE AVENUE WEST<br>BRADENTON, FL 34205 |
|                      |            | <b>Escrow Balance:</b>  | \$0.00  |
|                      |            | <b>Escrow Customer:</b> | 001000000223000                                 |

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**Instrument:** 201941035140 - BK2777/PG1417 CONDO RELATED

|                 |                       |        |
|-----------------|-----------------------|--------|
| 001000000341100 | RECORDING FEE \$5/\$4 | \$9.00 |
| 199000000341150 | PRMTF \$1/\$.50       | \$1.50 |
| 001000000208911 | PRMTF FACC \$.10      | \$0.20 |
| 199000000341160 | PRMTF CLERK \$1.90    | \$3.80 |
| 001000000208912 | PRMTF BCC \$2         | \$4.00 |
| 001000000341400 | INDEXING NAMES        | \$0.00 |

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**Instrument Total:** \$18.50

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**Receipt Total:** \$18.50

**Amount Tendered:** \$18.50

**Overage:** \$0.00

**Check** \$18.50 3322

**Amount Paid:**